

**MEMORANDUM O F UNDERSTANDING**

**BETWEEN**

**CITY O F ALTOONA**

**AND**

**AMERICAN FEDERATION O F STATE, COUNTY, AND  
MUNICIPAL EMPLOYEES  
AFL-CIO, DISTRICT COUNCIL 83**

**(MEET AND DISCUSS UNIT)**

**January 1, 2011 – December 31, 2013**

## TABLE OF CONTENTS

	PREAMBLE .....	1
ARTICLE I	RECOGNITION .....	1
ARTICLE II	MANAGEMENT RIGHTS .....	2
ARTICLE III	UNION SECURITY AND DUES CHECKOFF .....	3
ARTICLE IV	UNION PRIVILEGES .....	4
ARTICLE V	HOURS OF WORK AND OVERTIME .....	5
ARTICLE VI	SENIORITY/PROBATIONARY PERIOD .....	8
ARTICLE VII	LAYOFF .....	11
ARTICLE VIII	VACANCIES .....	12
ARTICLE IX	TRANSFERS .....	13
ARTICLE X	HOLIDAYS .....	13
ARTICLE XI	VACATIONS .....	16
ARTICLE XII	PERSONAL LEAVES OF ABSENCE .....	18
ARTICLE XIII	JURY DUTY .....	19
ARTICLE XIV	BEREAVEMENT LEAVE .....	19
ARTICLE XV	SICK LEAVE .....	20
ARTICLE XVI	LONGEVITY .....	24
ARTICLE XVII	GENERAL PROVISIONS .....	24
ARTICLE XVIII	GRIEVANCE PROCEDURE .....	26
ARTICLE XIX	WAGES – FRINGE BENEFITS .....	30
ARTICLE XX	P.A.L. DEDUCTIONS .....	35
ARTICLE XXI	FAMILY AND MEDICAL LEAVE .....	35
ARTICLE XXII	WORK-RELATED INJURIES .....	38
ARTICLE XXIII	FLEXIBLE WORK SCHEDULES .....	39
ARTICLE XXIV	POSITION DESCRIPTIONS .....	39
ARTICLE XXV	HEADINGS .....	39
ARTICLE XXVI	GENDER AND NUMBER .....	40
ARTICLE XXVII	LEGALITY .....	40
ARTICLE XXVIII	SEPARABILITY .....	40
ARTICLE XXIX	DURATION .....	41
ARTICLE XXX	TOTALITY OF AGREEMENT .....	41
APPENDIX “A”	WAGE RATES .....	43

Section 2: The term "employee," when used in this Agreement, refers only to those persons encompassed within the classification of the bargaining unit at PERA-R-7397-C. Excluded from the Union's bargaining unit are all confidential employees, management level employees and guards as defined in Act 195

Section 3: No strikes or lockouts. For the duration of this Agreement or any extension thereof, the Union, its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike (as that term is defined in Act 195). Failure or refusal on the part of any employee to comply with any provision in this section shall be cause for discharge.

In consideration of this no-strike pledge by the Union and employees, the City shall not lock out employees for the duration of this Agreement or any extension thereof.

Section 4: No Discrimination. Both the City and the Union agree not to discriminate against any employee on the basis of race, color, religion, sex, national origin, age, non-job related handicap or disability, political affiliation, or the proper exercise by any employee of his/her rights guaranteed by Act 195.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

Except as expressly limited by the Third Class City Code, and other relevant statutes, codes or regulations, the City of Altoona reserves unto itself all management rights which it is accorded under Section 704 of the Pennsylvania Public Employee Relations Act, Act 195. More specifically, except as limited by law, all matters involving the wages, hours and

working conditions of first level supervisors shall be subject to final decisions or determinations of the City of Altoona, subject to the obligation of the City to meet at reasonable times and discuss recommendations submitted by the Union as representative of the first level supervisors.

### **ARTICLE III**

#### **UNION SECURITY AND DUES CHECKOFF**

Section 1: Any employee who, on the effective date of this Agreement, has joined the Union or who joins the Union in the future must remain a member for the duration of this Agreement with the proviso that any such employee may resign from the Union as defined in Act 195, Maintenance of Membership.

Section 2: The Employer further agrees to deduct a Fair Share Fee bi-weekly from all employees in the bargaining unit who are not members of the Union.

Authorization from non-members to deduct Fair Share Fees shall not be required. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month after such deductions are made.

Section 3: The City agrees to deduct regular initiation fees and current monthly dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the City by the Union and the aggregate deductions of all employees shall be remitted together with an itemized

statement to the District Council Office of the Union not later than ten (10) days after said deductions are made.

Section 4: The Union shall indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action arising out of or resulting from the implementation of this article.

#### **ARTICLE IV**

#### **UNION PRIVILEGES**

Section 1: The accredited representatives of the Union, including the Local Union representatives, District Council representatives or International representatives shall have access to the premises of the City at any time during working hours to conduct Union business without compensation by the City unless the meeting has been arranged by the City and, further, on condition that the premises requested are available. An employee may discuss a written grievance with the employer during working hours without a loss of pay.

Section 2: The Union may post notices, pamphlets and memoranda on bulletin boards in areas mutually agreed upon, provided that such material is signed, dated and clearly identified as to source. No such material shall be posted which is profane, obscene or defamatory of the City or its representatives or to any individual, or which constitutes election campaigning material.

Section 3: Upon request of either party, a labor management meeting shall be held to discuss problems pertaining to labor and management relations under this Meet and Discuss Memorandum of Understanding. Said meeting shall be comprised of up to three (3)

representatives of the Union, and three (3) representatives of the City, unless additional representatives are required to properly discuss the issues raised at the meeting. If said meetings are scheduled during working hours by the City, the members attending on the Union's behalf shall not suffer loss of pay.

## **ARTICLE V**

### **HOURS OF WORK AND OVERTIME**

**Section 1:** The City shall retain the sole and exclusive right to determine the work schedule.

**Section 2:** The City shall be the sole judge of the necessity for overtime.

**Section 3:** The work day shall consist of any twenty-four (24) hours in a work schedule.

**Section 4:** The work shift shall consist of eight (8) work hours within a work day. The regular work week shall consist of five (5) consecutive days, Monday through Friday. The regular hours of work for any shift shall be consecutive except that they shall be interrupted by a paid meal period.

**Section 5:** Work schedules showing the normal work days and hours shall be posted on appropriate bulletin boards. Except for emergencies, changes in work schedules will be posted two (2) weeks in advance of its implementation.

**Section 6:** All employees shall receive time and one-half their regular hourly rate of pay for all hours worked in excess of forty (40) hours in the defined work week.

A. The City shall distribute overtime equally to employees working within the same department and job classification, on a rotating basis. The City shall distribute overtime as per local agreements between the City and the Union for each City Department.

B. Employees shall have the option of requesting compensatory time off in lieu of overtime pay. Compensatory time shall be earned and paid on the same basis, i.e., one hour of work at time and one-half is equal to one hour and a half of time off. Compensatory time may not be earned without the written authorization of the employee's immediate supervisor. Such authorization shall be dated, shall state the amount of compensatory time earned and when it was earned, and be signed by the employee and the supervisor with each retaining an original signed copy.

- (1) Compensatory time may be accumulated up to a maximum of eighty (80) hours at any given point of time. Once employees have accumulated eighty (80) hours of compensatory time, they must be paid for any additional overtime worked.
- (2) Employees wishing to use compensatory time must request the time off at least two (2) days in advance of when they wish to take the time off, except: (1) in cases of emergency, (2) if their Department Director waives this requirement in writing with respect to any particular

requests, or (3) if modified by agreement between any Department and the Union.

- (3) Employees must schedule their compensatory time off within one hundred eighty (180) days following the date that the time was earned. The scheduling of compensatory time off is subject to the approval of the employee's Department Director. Employees may schedule compensatory time off beyond the one hundred eighty (180) day limit only with the written permission of their Department Director, or if they are prevented by their Department Directors from scheduling the compensatory time off within the time limit.
- (4) Compensatory time off may not be earned in less than one-hour increments. Fractions of hours of worked overtime must be compensated by paying the employee at time and one-half his/her hourly pay rate.

Section 7: Employees will be expected to work overtime on any day when the necessity for working overtime arises because the job must be completed that day, or, in emergency situations, when a qualified replacement is not available.

Section 8: Any employee who is called in to work at a time when he/she is not regularly scheduled shall receive a minimum of three (3) hours of work at one and one-half (1-1/2) times his/her regular hourly rate of pay or payment in lieu thereof.

- A. If, for good cause, an employee cannot work the overtime that day, then a qualified replacement will be scheduled by the City.



Section 9: It is recognized that where a job is in progress, the most practical manner of assigning overtime will be to hold over qualified employees, within the needed classification, who are working on the shift that precedes the overtime.

- A. It is understood that the City retains sole discretion to determine the number of employees, if any, within each classification that shall be used on overtime. Moreover, nothing in this article is intended to restrict the City's right to limit work assignments to qualified employees.

Section 10: Hours in compensable status shall be regarded as hours worked for the purpose of calculating overtime payment.

Section 11: There will be no contracting or sub-contracting out of bargaining unit work.

## **ARTICLE VI**

### **SENIORITY/PROBATIONARY PERIOD**

Section 1: Seniority is defined herein as the length of an employee's continuous service with the City in the Meet and Discuss bargaining unit. Length of continuous service shall be computed from the last date of hire as a regular employee in that unit, subject, however, to the following provisions:

- A. An employee's continuous service shall be broken so that no prior period or periods of employment shall be counted and his/her rights to seniority shall cease upon the following occurrences. In addition, in the event of any of the following occurrences, the employee's employment relationship with the

City shall formally be terminated if that has not already occurred:

1. Voluntary quit;
2. Discharge for just cause;
3. When recalled after layoff, upon his/her failure to return to work within a period of forty-eight (48) hours after the employee has received notification by certified mail to so return, provided, however, if the employee notifies the City within the said period that he/she is not immediately available for work but wishes to remain on the seniority list, the City may, at its discretion, grant an extension. The City agrees to notify the Union of any such extension and the reason(s) for same;
4. Layoffs in excess of twenty-four (24) months;
5. Inability of the employee to return to work after any time-off injury or illness, whether such injury or illness is incurred on or off the job, within eighteen (18) months of the date the injury or illness caused the employee to start missing work.
6. Upon retirement.

Section 2: Seniority shall be retained except for days through disciplinary action.

Section 3: When an employee whose continuous service has been broken by any of the above causes is hired again, he/she shall begin as a new employee of the City.

Section 4:

- A. All newly hired employees shall be considered probationary employees for a period of six (6) months from the beginning of their employment. During this probationary period, newly hired employees shall have no seniority, and they may be summarily dismissed within said six (6) month period from the date of employment at the sole discretion of the City. Such dismissal shall not be subject to the grievance procedure defined herein. If such employee is retained beyond the six (6) month probationary period, he/she shall thereafter be classified as a regular employee. The six (6) month probationary period may be extended at the sole discretion of the City.
- B. Notwithstanding the above, after thirty (30) days of employment new employees shall be entitled to all fringe benefits provided under this Agreement.

Section 5: Absence due to sickness or accident disability or other approved leave of absence of less than twenty-four (24) months, shall not constitute an interruption of continuous service. However, an unpaid leave of absence extending beyond twelve (12) months shall constitute an interruption of continuous service.

Section 6: The City shall annually post on applicable bulletin boards, a seniority list showing the classification and length of continuous service of each employee covered by this Memorandum. A copy of said list will also be furnished to the Union. This list shall be updated as necessary throughout the term of this Memorandum.

Section 7: The seniority of employees hired on the same day shall be determined by the drawing of "lots."

Section 8: The City agrees that newly hired employees will be employed at the applicable rate of the job.

Section 9: Employees who are presently in the Meet and Discuss Unit as per Article I, Section 2 of this Memorandum, who have worked in bargaining unit 1 [PERA-R-1197-C Maintenance], 2 [PERA-R-6601-C Clerical and Code Enforcement], 3 [PERA-R-9099-C Engineering], or 4 [PERA-R-9099-C Electrical], shall retain seniority in said units for bumping purposes in cases of layoff, as specified in Article VI of the Union and the City's collective bargaining agreement covering the AFSCME rank and file bargaining unit, subject to the requirements of Article VII of that Agreement.

Section 10: It is agreed that seniority for Meet and Discuss personnel shall accumulate upon the assumption of duties as a supervisor. Anyone promoted at a later date will hold seniority coincident with the date of his/her promotion.

## **ARTICLE VII**

### **LAYOFF**

Section 1: When, in the sole opinion of the City, it is necessary to reduce the working force of the City, all non-permanent employees and those who have not completed their probationary period shall be laid off first.

Section 2: Except in cases of emergency, employees shall be given a minimum of two (2) weeks advance written notice of layoff indicating the circumstances which made the layoff necessary.

Section 3: The order in which employees in the Meet and Discuss unit may be laid off will be based on the needs of the City, the relative skills, abilities and job performance of the employees, seniority, and other relevant factors.

Section 4: Employees shall be recalled based on the needs of the City, the relative skills, abilities and job performance of the employees, seniority, and other relevant factors.

Section 5: In the event an employee is laid off, the employee may, upon request, receive payment for earned but unused vacation leave.

## **ARTICLE VIII**

### **VACANCIES**

Section 1: Posting of Vacancies. When a vacancy occurs in the unit, the City will post notice of such vacancy for a period of three (3) workdays. The City may temporarily fill the vacancy pending selection of a successful applicant. The notice shall state which job(s) is open, how many openings exist, what minimum qualifications are required, and the time limit for filing of same. The City and the Union discourage the costly practice of indiscriminate applying for individual convenience or temporary advantage.

Employees who wish to apply for the vacancy shall, in writing, indicate their qualifications for the job and shall file their applications within the prescribed time limit.

- A. Should the City decide to fill a vacancy, it shall post said vacancy within fifteen (15) days of its occurrence and shall be filled by the start of the next pay period following the end of the posting period.

Section 2 Nothing in this Memorandum shall be construed to mean that the City is obligated to assign a job or give a trial period to any applicant who is not qualified, properly certified or licensed. Further, the City retains the sole discretion to fill or not to fill any vacancy.

Section 3: Vacancies that occur in the bargaining unit shall be posted. The City shall give consideration to qualified employees who bid on said openings. However, the City does not have to select any of the bidders and retains the right to fill said vacancy from outside the bargaining unit.

## **ARTICLE IX**

### **TRANSFERS**

Section 1: All employees shall be required to perform any and all temporarily assigned duties, regardless of their usual or customary duties or job assignment. A temporary transfer shall not exceed thirty (30) working days, except: (1) to fill a vacancy caused by an employee being on sick leave or other approved leave of absence, (2) to provide vacation relief scheduling, or (3) to meet an emergency situation. When an employee is temporarily transferred to another job classification:

- A. If the base rate of pay for such other classification is lower than his/her regular rate, he/she shall receive his/her regular rate.
- B. If the base rate of pay for such other classification is higher than his/her regular rate, he/she shall receive the higher rate.

## **ARTICLE X**

### **HOLIDAYS**

Section 1: The following holidays will be observed as paid holidays for all employees covered herein:

- |                     |                           |
|---------------------|---------------------------|
| A. New Year's Day   | G. Labor Day              |
| B. President's Day  | H. Columbus Day           |
| C. Good Friday      | I. Day after Thanksgiving |
| D. Memorial Day     | J. Veterans Day           |
| E. Flag Day         | K. Thanksgiving Day       |
| F. Independence Day | L. Christmas Day          |

Section 1(a): Each employee will also be entitled to two (2) personal days, which must be scheduled at least one (1) working day in advance. The scheduling of a personal day is subject to the approval of management. If the employee is unable to take his/her scheduled personal day by the end of the calendar year because of management actions, he/she shall have ninety (90) days to reschedule the day. In the event the employee cannot schedule the personal day in the ninety (90) day period, he/she shall be paid for the day.

Section 2: Any employee who works on any of the holidays specified in Section 1 will be compensated at one and one-half (1 ½) times his/her regular rate of pay for all hours worked on said holiday in addition to holiday pay, or a total of two and one-half (2 ½) times his/her regular rate of pay.

Section 3: When one of the holidays specified in Section 1 is observed while an employee is on compensable pay status, he/she shall be entitled to said holiday(s) and shall receive holiday pay for that day, rather

than receive pay based on any other compensable status (for example, sick pay).

Section 4: Holiday leave shall be granted only during the year in which the employee becomes entitled to it.

Section 5: An employee shall be paid for any holiday listed in Section 1 of this article, provided he/she worked on his/her scheduled work day immediately prior to the holiday and his/her scheduled work day immediately after said holiday, or was on compensable pay status the day before and the day after the holiday.

An employee temporarily working and being paid in a higher class shall be paid at the higher rate for the holidays, provided, the employee is charged to perform the higher level duties on the employee's scheduled work day immediately before and immediately after such holiday and is paid at the higher rate on those days.

Section 6: Friday shall be recognized as a holiday for all holidays occurring on Saturday, and Monday shall be recognized as a holiday for all holidays occurring on Sunday, except for employees employed in seven (7) day operations. In those instances, it shall be the day on which it falls. The shift with the majority of its hours on the holiday shall be considered the holiday shift.

Section 7: Holiday time, for purposes of this Agreement, shall be the twenty-four (24) hour period commencing with the shift starting hour used at the beginning of the week.



**ARTICLE XI**  
**VACATIONS**

**Section 1:** All employees shall earn vacation with pay according to the following schedule:

<u>Years of Service</u>	<u>Entitlement</u>
Upon completion of one (1) continuous year . . . . .	One (1) week
After two (2) continuous years . . . . .	Two (2) weeks
After five (5) continuous years . . . . .	Three (3) weeks
After ten (10) continuous years . . . . .	Four (4) weeks
After fifteen (15) continuous years . . . . .	Five (5) weeks

**Section 2:** An employee becomes entitled to his/her first week of vacation on the anniversary date of when he/she was last hired as a regular employee. Thereafter, the employee is considered to have completed his/her second year and subsequent years for vacation eligibility purposes on the following January 1 of each calendar year. For example, if an employee was hired on March 30, 1999, he/she becomes eligible for one (1) week of vacation on March 30, 2000. However, he/she will be considered for vacation purposes to have completed a "second year," and be entitled to two (2) weeks of vacation, on January 1, 2001. This provision is intended to govern the earning of vacation pay for all bargaining unit employees, whether hired before, during or after the term of this Agreement.

**Section 3:** The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

Section 4: Vacation shall be granted at the time requested by the employee, from January 1 to December 31 in any year, provided that the said request does not unduly interfere with the operation of the City government. If the nature of work makes it necessary to limit the number of employees on vacation at the same time, the City shall determine which employee(s) shall be given his/her choice of vacation period in the event of any conflict over vacation periods. Vacation leave shall not accumulate from year to year, except that when the operational requirements of the City do not permit an employee to reschedule, said affected employee will be permitted a six (6) month extension for rescheduling purposes. Unused vacation can accumulate one (1) week from the previous year.

Section 5: Any employee who voluntarily terminates his/her employment or is laid off shall receive his/her accrued vacation entitlement and pay pertaining thereto. In case of death, vacation due and owing the employee at the time of death shall be paid to the employee's estate or legal heir(s).

Section 6: All vacation requests shall be filed with the appropriate supervisor or his/her designee by March 15 of each year. Vacation shall be scheduled at the sole discretion of the City, making every reasonable effort to accommodate employee requests for particular vacation periods.

Section 7: Employees shall be permitted to take single day increments for their vacation. However, approval to take vacation in this manner shall be at the discretion of the Department Head. Vacation leave shall not be granted in less than one-half (1/2) day increments.

Section 8: In order to earn vacation pay each year, an employee must be on the City payroll for the full year (or, between the employee's

first anniversary date and January 1 of the following year, during that entire period). If an employee is disabled and receiving Workers' Compensation indemnity benefits, he/she shall receive for earned and unused vacation days only that amount which, when added to the indemnity benefits for those days, would equal the amount of his/her regular vacation pay.

Section 9: In the event an employee is laid off, the employee may, upon request, receive payment for earned but unused vacation leave.

## **ARTICLE XII**

### **PERSONAL LEAVES OF ABSENCE**

Section 1: Leaves of absence without pay may be granted to employees for such purposes and for such periods of time as may be authorized by the City. The City agrees to notify the Union of any such leaves granted.

Section 2: An employee who is absent from work without authorization shall be considered absent without leave and shall receive no compensation for the period of absence. In the event the unauthorized absence exceeds three (3) days, the employee automatically terminates his/her employment.

Section 3: The following violations of leave provisions shall be cause for discharge under the terms of this Agreement:

- A. Failure to return to work as scheduled after an authorized leave.
- B. Working elsewhere while on leave without the prior written permission of the Department Director.
- C. Falsifying a leave application form.

## **ARTICLE XIII**

### **JURY DUTY**

Section 1: Employees called for jury duty or subpoenaed to attend court will be granted a leave of absence while attending court. Evidence of such duty in the form of a subpoena or other written notification shall be presented to the appropriate supervisor or his/her designee as far in advance as possible. Employees on jury duty or subpoenaed as a witness shall be compensated the difference between their regular rate of pay and the amount received by them for court duty during the time they are serving in such capacity. Employees must verify the amount received for serving in such capacity.

## **ARTICLE XIV**

### **BEREAVEMENT LEAVE**

Section 1: In the event of the death of persons having a relationship to bargaining unit members, which are listed in this section, three (3) days of bereavement leave will be paid beginning with the date of death.

Father	Son-in-law
Mother	Daughter-in-law
Brother	Stepfather
Sister	Stepmother
Husband	Stepdaughter
Wife	Stepson
Son	Grandchild
Daughter	Guardian or any person living
Mother-in-law	in the same household, sharing
Father-in-law	a common roof or table

Unless otherwise specified above, none of the above designations of persons shall include in-laws of the employee.

Section 2: One day of bereavement leave will be paid to the employee upon the death of:

Grandfather	Uncle
Grandmother	Aunt
Brother-in-law	Niece
Sister-in-law	Nephew
Grandfather-in-law	Uncle-in-law
Grandmother-in-law	Aunt-in-law

Unless otherwise specified above, none of the above designations of persons shall include in-laws of the employee.

Section 3: Should an employee need to use bereavement leave while on vacation, the vacation will be converted to bereavement leave. In such cases, vacation will be rescheduled.

## **ARTICLE XV**

### **SICK LEAVE**

Section 1: Sick leave, unlike vacation or holiday leave, is not an automatic entitlement but is a privilege granted to employees in order to prevent employees from suffering undue financial hardship during time of legitimate illness.

Section 2: Employees shall earn one and one-quarter (1 ¼) days of paid sick leave per month up to a maximum of fifteen (15) days per year for legitimate illness.

Section 3: Beginning January 1, 2000, employees may accumulate their unused sick leave up to a maximum of two-hundred fifty (250) days.

Section 4: Employees who accumulate two-hundred fifty (250) total days of sick leave shall be paid an additional annual sick leave incentive bonus for all unused sick days accumulated over two-hundred fifty (250) days, as follows:

<u>Number of Full Days</u>	<u>Percentage of Pay Buyout</u>
0 - 5	10% of pay rate for each day
6 - 10	30% of pay rate for each day
11 - 15	50% of pay rate for each day

This bonus will be paid on the first pay day of February each year, beginning with February 2001.

Section 5: Reporting Off Procedures.

- A. All absences, including those for personal illness, must be reported by the employee to his/her supervisor (or to a designee or phone answering machine designated by the supervisor) no later than one-half hour prior to the employee's scheduled work time. Any absence not properly reported within the allotted time, will be treated as an unpaid, unauthorized absence for that day. In addition, the improperly reported absence may be the basis for disciplinary action against the employee. Exceptions to this policy may only be granted where the failure to call off on time was justified by emergency or other extreme circumstances which were completely outside the employee's control.
- B. Employees who are absent due to illness for one or more days,

but have not gone on leave of absence, must call in each day to report their absence for that day as specified in A. above. An employee who has been given a written statement by a physician (or other appropriate health care professional) declaring him/her medically unable to work for a specific period of time will not be required to report off each day as long as the employee has properly provided the statement in advance to his/her supervisor or appropriate designee.

Section 6: Sick Leave Abuse.

- A. Sick leave is only to be utilized by an employee when he/she is unable to work due to his/her own illness or injury. It is the responsibility of each employee to appropriately manage his/her health and to keep the number of his/her absences due to illness or injury to the lowest level possible.
- B. Employees who utilize sick leave when they are not actually sick or injured shall be subject to appropriate disciplinary action. The City shall have the right to closely monitor the use of sick leave to ensure that it is not being abused. Indicators of sick leave abuse which may result in employee absences being investigated shall include, but not be limited to, the following:
  - 1. Sick leave taken immediately before or after holidays, vacations, weekends, or personal or compensatory days off.
  - 2. Sick leave taken at a greater frequency than appears normal, considering the overall health of the employee.
  - 3. Sick leave taken when a work schedule is heavy or

undesirable.

4. Sick leave taken at times which appear to constitute a pattern.
  5. Sick leave taken a times when the employee is witnessed engaging in activities inconsistent with the asserted illness or injury.
  6. Sick leave taken under other suspicious circumstances.
- C. One or two consecutive days of absence due to personal illness will not require a medical excuse. Absences of three (3) consecutive days or more due to personal illnesses or injuries must be certified by a health care professional who is an appropriate general practitioner or specialist to deal with the illness or injury.

Section 7: Retirement Bonus. Employees who retire shall be paid a cash bonus for the unused sick leave days, at the following rates:

<u>Days Available at Retirement</u>	<u>Percent of Pay</u>
<u>51 - 100</u>	40%
101 - 175	50%
176 - 250	60%

In addition, if an employee dies prior to retirement, his/her estate or heirs shall be entitled to the cash bonus described in this section.

Section 8: Where sickness in the immediate family requires the employee's absence from work, employees may use not more than five (5) days of their sick leave entitlement in each calendar year for this purpose. Immediate family, for the purposes of this Section, is defined as the



following persons: husband, wife, child, stepchild, parent, brother or sister of the employee. The Employer may require proof of such sickness.

## **ARTICLE XVI**

### **LONGEVITY**

Section 1: Employees shall be entitled to longevity pay in accordance with the following schedule:

\$40.00 per month after five (5) years of employment;

\$50.00 per month after ten (10) years of employment;

\$60.00 per month after fifteen (15) years of employment;

\$70.00 per month after twenty (20) years of employment.

Section 2: For purposes of longevity entitlement, years of employment will be calculated from the date of last hire with the City on a permanent basis.

Section 3: Longevity pay earned shall be paid once a year on the first pay day in December.

## **ARTICLE XVII**

### **GENERAL PROVISIONS**

Section 1: The City agrees to abide by the state and federal statutes applicable to military leave.

Section 2: The City shall make adequate provisions for the safety and health of its employees in the various departments during the hours of their employment.

In the event an employee is injured in the course of his/her employ with the City, the City shall provide transportation of said employee to a physician or hospital on the day of such accident and shall pay the employee's wage for time lost while the employee is at the physician's

office or in the hospital receiving treatment for his/her injuries on the day of such accident. The City agrees to continue paying for all benefits to the injured employee for twelve (12) months from the date of injury. After that date, the employee may continue the benefits at his or her own expense at the group rate subject to carrier restrictions.

Section 3: The City will furnish personalized gloves and foul-weather working gear, including boots, to employees in the unit. The City will decide the type of clothing most suited for the various jobs.

Section 4: All employees covered herein, required by the City to stand-by, shall receive a stand-by pay of twenty-five dollars (\$25.00) per assignment for Monday through Friday, and thirty-five dollars (\$35.00) per assignment for Saturdays, Sundays and holidays.

Section 5: All employees covered by this Agreement must become and remain residents of the City of Altoona within six (6) months following their permanent hire date. Any employee who does not comply with this requirement is subject to immediate discharge. Employees shall be excepted from strict adherence to this requirement solely for good cause and only with written permission from the City Manager.

The City and Union mutually affirm the longstanding policy and practice that employees must be residents of the City. The parties also agree hereby that should the governing body of the City specifically overrule or abrogate this policy by resolution or ordinance, it will automatically apply upon thirty (30) day notice to the members of the AFSCME bargaining unit.

Section 6: The City of Altoona shall make a one time contribution to the Non-Uniformed Pension Plan for each member of the bargaining unit equal to the amount required to eliminate the 40% social security offset

from each member's pension as calculated for January 1, 2005 by *Mockenhaupt Benefits Group* for the Non-Uniformed Pension Plan.

Effective January 1, 2005, each bargaining unit member shall pay a contribution equal to 5% of his/her gross wages to the Non-Uniformed Pension Plan in order to enable continued elimination of the social security offset. This contribution will be deducted from each member's paycheck every pay period.

Section 7: The City of Altoona and the Union agree to meet and discuss the creation of a Job Evaluation Committee. The Committee will perform the following functions:

- A. Review the existing Classification Plan
- B. Discuss and Recommend possible modification or revision of the Classification Plan

Committee recommendations will be submitted to the City Manager or his designee who will make a final determination regarding any Job Evaluation Committee recommendations.

## ARTICLE XVIII

### GRIEVANCE PROCEDURE

**POLICY:** It is the policy of the City and Union to encourage a harmonious and cooperative relationship and to resolve employee grievances in accordance with fair and orderly procedures.

**DEFINITION:** A grievance is a dispute concerning the interpretation, application, or alleged violation of this Memorandum.

Section 1: The City shall not discipline, suspend or discharge any employee without just cause. The employee and the President of the Local Union shall be notified in writing when any employee has been disciplined,

suspended or discharged, and a copy of such notice will be sent to the Union District Council office.

For most violations of work rules or standards, the City shall employ the following progressive disciplinary steps:

1 <sup>st</sup> Offense:	Verbal Warning
2 <sup>nd</sup> Offense:	Written Warning
3 <sup>rd</sup> Offense:	One-Day Suspension
4 <sup>th</sup> Offense:	Three-Day Suspension
5 <sup>th</sup> Offense:	Discharge

The City retains the burden of proving just cause to support disciplinary actions at any level.

The City and the Union understand and agree that it shall be appropriate to progress levels of discipline for any offenses after a first offense, and not just in instances where later offenses are of the same kind or nature as any earlier offenses. In addition, the City shall have the right to skip one or more progressive discipline steps for serious offenses, including first offenses, or where the City has given advance written notice to employees and the Union that a particular type of offense shall be subject to more severe penalties than normal progressive discipline.

The City and the Union agree that if an employee goes one (1) year without receiving any disciplinary actions, he/she shall be regressed one (1) progressive discipline step. For example, if an employee's last discipline was a written warning, and then he/she goes one year without an offense, his/her next offense meriting normal progressive discipline would result in another written warning.

The City and the Union agree that if any employee goes two (2) years after being issued discipline at any level without receiving any additional discipline, the employee's disciplinary record will be considered clean for purposes of future progressive discipline.

The Union may initiate a grievance concerning the suspension or discharge of an employee at the Third Step of the grievance procedure, as set forth below.

Section 2: An employee is entitled to select the Union or its accredited representative to represent him/her during all steps of the grievance procedure which is as follows:

FIRST STEP - SUPERVISOR/SUPERINTENDENT

An employee with a grievance shall discuss it with the Supervisor/Superintendent within fifteen (15) days of its occurrence or knowledge of the occurrence. The Supervisor/Superintendent shall attempt to resolve the grievance to the mutual satisfaction of the employee and the City within five (5) work days of its presentation in writing. If the employee and/or Union does not proceed with the grievance to the second step within the time limits prescribed in the following subsection and no extension of time is granted, the grievance shall be considered withdrawn.

SECOND STEP - DEPARTMENT HEAD

If the employee is not satisfied with the disposition of his/her grievance after receiving a decision from the Supervisor/Superintendent, he/she may request that the Union steward submit a written appeal to his/her Department Head within five (5) work days after a decision at the first step is due. The Department Head shall give the employee a written decision within five (5) work days of its presentation. If the employee and/or Union

does not proceed with the grievance to the Third Step within the time limits prescribed in the following subsection and no extension of time is granted, the grievance shall be considered withdrawn.

### THIRD STEP - CITY MANAGER'S DECISION

If the grievance remains unresolved after the Second Step, the Union steward may submit a written appeal to the designee of the City Manager within five (5) work days after a decision at the Second Step is due. The designee, within fifteen (15) work days after receiving the appeal, shall hold a hearing at which time the employee and/or the Union may present the grievance. The designee, within ten (10) work days following the hearing, shall give the employee and the Union a written decision. If the employee and/or the Union does not proceed with the grievance and no extension of time is granted, the grievance shall be considered withdrawn. The notice shall identify the agreement provision in dispute, the issue(s) to be determined, and the employee or employees involved. Upon receipt of a notice requesting arbitration, the parties shall meet to select an arbitrator in accordance with the requirements of Act 195.

Section 3: A grievance which affects a substantial number of employees may initially be presented by the Union at the Second Step of the grievance procedure. The Union shall designate one (1) spokesperson to act as representative for the group.

Section 4: A grievance may be withdrawn by the City, Union or the aggrieved employee at any time and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to the grievance or any future grievance.

Section 5: The time limits set forth in this grievance procedure shall, unless extended by mutual written agreement of the City and the Union, be binding and any grievance not timely presented or timely processed by the Grievant or Union shall not be considered a grievance under this Agreement and shall not be arbitrable.

Section 6: The Union shall notify the City in writing of the name of the Union steward, and, further, shall promptly notify the City in writing of any changes thereof.

Section 7: The City will notify an aggrieved employee of its decision by certified mail sent to the Union and the employee's last known address and this shall fulfill the decision notification requirements as set forth in any step of the grievance procedure described herein.

## **ARTICLE XIX**

### **WAGES - FRINGE BENEFITS**

Section 1: The wage rate of each member of the Meet and Discuss Unit will be increased by two and one-half percent (2.5%) effective January 1, 2011; two and one-half percent (2.5%) effective January 1, 2012; and three percent (3.0%) effective January 1, 2013. In addition, all unit members shall receive a one-time additional increase in their base rate effective on January 1 of the first year during the term of this Memorandum of Understanding in which they will have completed at least ten (10) years of service with the City. Thus, any employee who completes his/her tenth year of City service during the term of this Memorandum of Understanding shall receive the additional increase on January 1 of the year in which he/she would reach that tenth anniversary date. Individual wage rates are reflected in Appendix "A" to this Memorandum of Understanding.

## Section 2: FRINGE BENEFITS

1. Throughout the term of this Agreement, the City agrees to provide all eligible employees with Throughout the term of this Agreement, the City agrees to provide employees with a Highmark Qualified High Deductible Health Plan, in conjunction with a Health Savings Account (HSA) for all eligible employees, whereby the deductible amounts shall be \$1,250 for individual coverage and \$2,500 for family coverage where family coverage shall be defined as coverage that includes any category other than individual coverage. The City shall pay for 80% of this deductible amount in 2011, the City shall pay 75% of this deductible amount in 2012, and the City shall pay 50% of this deductible amount in 2013. Any Unit Member who is not eligible to contribute to a Health Savings Account in any year of this agreement shall receive the City's contribution for the year paid in a separate check in January of each year of ineligibility.
2. Effective January 1, 2011, all employees will contribute seven and one-half (7.5%) percent of the employee's selected benefit coverage premium rate per month. Effective January 1, 2012, all employees will contribute eight and one-half (8.5%) percent of the employee's selected benefit coverage premium per month. Effective January 1, 2013, all employees will contribute ten (10%) percent of the employee's selected benefit coverage premium per month. At no time during the course of this agreement shall any employee contribute more than \$165 per month toward the employee's selected benefit coverage premium rate per month.



3. Effective January 1, 2011, all new hires will be eligible for employee only health insurance coverage and will be required to pay an employee contribution toward their health insurance premium cost equivalent to that paid by current employees (7.5% in 2011, 8.5% in 2012, and 10% in 2013) for the employee only health insurance premium rate; with the option to buy additional health insurance coverage for dependents. Beginning in the second year of employment the Health Insurance Benefit will be extended to the employee's spouse and eligible family members with the employee paying the applicable percentage of the monthly premium (8.5% in 2012 and 10% in 2013).

Dependent spouses of the employees hired on or after January 1, 2005 who are eligible for health insurance coverage through their own employer are ineligible for health insurance through the City. All employee shares will be deducted on a pre-tax basis.

The City shall have the sole discretion as to the selection of any insurance carriers or to change carriers. The City's sole obligation will be to pay the policy premium and to provide equivalent coverage in the event of a carrier change.

4. The City agrees to continue to provide a Vision Care Plan through the AFSCME Health and Welfare Plan for individual employees and their dependents. The City will pay the monthly premium costs for such coverage during each year of this Agreement. The City reserves the exclusive right to change carriers for such insurance, provided such benefit coverage is maintained.
5. Prescription drug coverage is currently provided as part of the

Highmark Qualified High deductible Health Plan (HDHP).

6. Effective January 1, 2000, a bargaining unit member may waive the health insurance provided under this Agreement, under the following procedures:
  - a. The waiver shall be made in writing on a form provided by the City and shall be effective as of the first day of the month following the City's receipt of such waiver.
  - b. In consideration for the waiver of health insurance coverage, the bargaining unit member shall receive forty percent (40%) of the savings enjoyed by the City by reason of the waiver. Said monies shall be paid to the bargaining unit member twice during each calendar year, on the first pay period following each July 1 and December 31 during which the waiver remains in effect.
  - c. Where both an employee and his/her spouse work for the City, each shall receive twenty percent (20%) of the savings, if any, to the City if each elects individual health care coverage rather than husband and wife coverage. Where both a husband and wife are employed by the City, but only one elects City-provided health care coverage at a level which covers the spouse-employee, the spouse-employee shall not be entitled to receive any money from the City based on his/her not receiving any City-provided health care coverage as an employee.
  - d. Provided that written notice of at least thirty (30) days is first given, the bargaining unit member shall be permitted to revoke said waiver without limitation as of January 1 and July 1 of each year. However, notwithstanding such limitations, the members

shall be permitted to revoke such waiver as of the first day of the month next following a lifestyle change. A lifestyle change shall be defined as marriage, divorce, birth or adoption of a child, death of a spouse or qualifying dependent, or starting or ending of a spouse's employment.

7. The City will provide the full cost of thirty thousand dollars (\$30,000.00) worth of life insurance coverage and long-term disability insurance for coverage of each active employee. Any employee who retires will be allowed to continue his/her life insurance after retirement at his/her own expense.
8. Upon request of the Union, the City will "meet and discuss" changes to the *Non-Uniformed Employees' Pension Plan*. The term "meet and discuss" shall be defined herein as it is defined and applied under Act 195. The benefit plans described in this Agreement are contracts between the City and each insurance carrier. The City's responsibility under such plans is limited to premium payments and proper enrollment of eligible employees. In no case and under no circumstances shall the City be required to provide a cash settlement or any other substitute benefit in any form in lieu of the insurance benefits provided herein. Disputes over benefit claims are between the employee and the insurance carrier and shall not be subject to the Grievance Procedure described in Article XVIII herein.
10. Shift Differential - \$0.20. Employees regularly scheduled to work the 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m. shifts shall be paid \$0.20 per hour extra for work performed on those shifts.  
Effective January 1, 2006, employees regularly scheduled to work the

3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m. shifts shall be paid \$0.35 per hour extra for work performed on those shifts.

11. Licensure. Any employee who is classified as a mechanic in the Public Works Department who receives licensure from the Commonwealth of Pennsylvania shall be paid \$.10 per hour in addition to his/her regular rate effective from the date of licensure. All employees required by the City to maintain a Commercial Drivers License (CDL) shall be paid an additional \$.10 per hour in addition to his/her regular rate effective January 1, 2008.

## **ARTICLE XX**

### **P.A.L. DEDUCTIONS**

Section 1: The City agrees to deduct from the wages of any employee who is a member of the Union a PAL deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deduction made pursuant to this provision promptly to Council 13 together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

## **ARTICLE XXI**

### **FAMILY AND MEDICAL LEAVE**

Section 1: An employee must have been employed at least twelve (12) months and worked at least 1,250 hours in the twelve-month period immediately preceding the date leave commences to be entitled to the leave benefit. Generally, leave will be granted for (1) the birth of a son or

daughter of the employee, (2) the placement of a son or daughter with the employee for adoption or foster care, (3) to care for the spouse, son, daughter, or parent of the employee if the family member has a serious health condition, or (4) because of a serious health condition that makes the employee unable to perform the functions of the employee's position. A serious health condition is defined as inpatient care at a hospital, hospice, or residential medical care facility, or continuing care by a doctor of medicine or osteopathy. The employee will be required to provide a doctor's certification of the serious health condition to include: (1) the date on which the condition commenced, (2) the probable duration of the condition, and (3) the appropriate medical facts known to the health care provider regarding the condition.

Section 2: An employee who takes leave under the Family and Medical Leave Act will be able to return to the same job or a job with equivalent status and pay. The employee's health benefits will continue during the leave period at the same level (benefits and premium). The employee must arrange with the Personnel Department to continue his or her premium contribution. If the employee chooses not to return to work for reasons other than a continued serious health condition, the City will recover from the employee the premium that the City paid for the employee's health coverage, unless the employee is exempted from liability for premium repayment under the provisions of the Family and Medical Leave Act.

Section 3: Leave being requested by the employee for the birth, adoption, or foster care of a child may only be taken as consecutive time. Eligibility for leave may begin prior to the date of birth or placement, but

will expire twelve (12) months after the birth or placement. However, for leave relating to a serious health condition, the employee may take intermittent leave or work a reduced schedule if it is "medically necessary." The City will require certification of the medical necessity as described above. Once the City requests the medical certification from the employee, the employee must submit the certification within fifteen (15) days of the beginning of the leave. If the medical certification is not submitted within fifteen (15) days of the request by the City, the request for leave may be denied.

Section 4: If employees have accrued paid leave for less than twelve (12) weeks, they may take the rest as unpaid leave to supplement their paid leave. If the employee is taking the leave under the Act for the birth, adoption, or foster care of a child, the City will require the employee to use up all paid vacation or personal leave. The City will also require the employee to use up all paid vacation, personal, or sick pay before using unpaid family and medical leave, if the employee is taking leave for the employee's own serious health condition or for the serious illness of an eligible family member. Paid leave shall be exhausted first and shall count against the twelve (12) weeks of leave to which the employee is entitled under the Family and Medical Leave Act.

Section 5: When leave is requested, the City will use the "rolling" year rule, which looks at the preceding twelve (12) month period prior to the beginning date of the requested leave. Any Family or Medical Leave taken during that preceding twelve (12) month period will be credited toward the employee's entitlement to future Family and Medical Leave.

Section 6: When an employee plans to take leave under the Act, the employee is required to give the City thirty (30) days notice, or, if this is not possible, as much notice as is practicable. An individual undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to the City's operations.

Section 7: Administration of the Family and Medical Leave policy shall be in accordance with the Family and Medical Leave Act and its applicable federal regulations.

## **ARTICLE XXII**

### **WORK-RELATED INJURIES**

Section 1: If an employee is unable to perform one or more of the essential functions of his/her position due to a work-related injury, the following provisions shall be applicable:

A. If the employee is unable to perform the duties of his/her regular position, he/she shall be assigned modified duties to the maximum extent practicable, with all such duties being within any medical restrictions applicable to the employee. This modified duty may include assignment to duties of a different, lower-paid position. While on modified duty, the employee shall continue to receive his/her regular rate of pay.

B. If an employee is unable to perform the duties of his/her regular position for more than six (6) months, the City may discontinue offering the employee modified duty and allow the employee to collect Workers' Compensation indemnity benefits.

**ARTICLE XXIII**  
**FLEXIBLE WORK SCHEDULES**

Section 1: The City and the Union believe that carefully planned and implemented flexible and alternative work schedules for employees could provide benefits to both the City and its employees. The parties are committed to exploring possible flexible and alternative work schedules, possibly on a Department by Department basis, and will endeavor to meet, discuss, and hopefully implement such schedules during the term of this Agreement.

**ARTICLE XXIV**  
**POSITION DESCRIPTIONS**

Section 1: Position Descriptions for the Meet and Discuss unit positions have been prepared by the City, and have been submitted to the Union. These Position Descriptions shall immediately become effective, and will be considered to be incorporated into this Memorandum of Understanding.

**ARTICLE XXV**  
**HEADINGS**

Section 1: Any headings preceding the text of the several articles hereof are inserted solely for convenience of reference and shall not constitute a part of this Memorandum, nor shall they affect its meaning, construction, or effect.



**ARTICLE XXVI**  
**GENDER AND NUMBER**

Section 1: Unless otherwise provided herein, the masculine pronoun shall import the feminine, the singular number shall import the plural, and vice versa, as applicable.

**ARTICLE XXVII**  
**LEGALITY**

Section 1: Both parties hereto specifically agree that it is their intent that this Memorandum, under all circumstances and in every respect, shall comply with all applicable statutes, governmental regulations and judicial decisions, and if it shall be determined by proper authority that this Memorandum, or any part hereof, is in conflict with said statutes, governmental regulations or judicial decisions, then both parties shall, within thirty (30) days after said determination, meet and discuss said invalidity. Meet and Discuss shall be defined in this article as it is defined in Act 195.

**ARTICLE XXVIII**  
**SEPARABILITY**

Section 1: In the event that any provision of this Memorandum is found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail, and, if any provision herein is determined to be invalid and unenforceable by a court or other authority having jurisdiction, such provision shall be considered void, but all other valid provisions hereof shall remain in full force and effect.

## **ARTICLE XXIX**

### **DURATION**

Section 1: Pursuant to the requirements of Act 195, this Agreement shall be binding upon the parties hereto, their successors and assigns, from January 1, 2011 to and including December 31, 2013, and shall continue on the same terms and conditions thereafter, from year to year. The parties agree that either party may notify the other by certified mail on or before July 1, 2013, of its desire to modify or terminate this Agreement.

## **ARTICLE XXX**

### **TOTALITY OF AGREEMENT**

Section 1: The City and the Union acknowledge that this Agreement represents the result of discussions between the parties conducted under and in accordance with the provisions of the Public Employees Relations Act Number 195 and constitutes the entire agreement between the parties as of the date of its execution.

**IN WITNESS WHEREOF**, the parties hereto, through their duly authorized officers or representatives and intending to be legally bound hereby, have hereunder affixed their hands and seals this 21st day of January, 2011.

**CITY OF ALTOONA**

ATTEST:

Linda M. Rickers Schellhammer 1/21/11  
City Clerk. Date  
Omar Strohm 1/21/11  
Date

BY: Joseph F. Mahoney 1-21-11  
City Manager Date

**AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO  
DISTRICT COUNCIL #83, LOCAL #2188**

BY:

Donna M. [Signature] 1-14-11  
Date

Theresa P. M. [Signature] 1-14-11  
Date

Scott C. [Signature] 20 JAN 2011  
Date

James [Signature] 1/20/11  
Date

Mark H. [Signature] 1/20/11  
Date

[Signature] 1-20-11  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX "A"**

**WAGE RATES**

1. Ten or more years of service:

<b><u>Position</u></b>	<b><u>2011</u></b>	<b><u>2012</u></b>	<b><u>2013</u></b>
Area	\$20.97	\$21.49	\$22.13
Foreman			
Elec/Signal	\$21.26	\$21.79	\$22.44
Foreman			
Office	\$21.26	\$21.79	\$22.44
Engineer			
Chief	\$21.38	\$21.91	\$22.57
Inspector			

2. Less than 10 years of service:

<b><u>Position</u></b>	<b><u>2011</u></b>	<b><u>2012</u></b>	<b><u>2013</u></b>
Area	\$20.38	\$20.89	\$21.52
Foreman			
Property	\$20.38	\$20.89	\$21.52
Supervisor			
Elec/Signal	\$20.64	\$21.16	\$21.79
Foreman			
Office	\$20.64	\$21.16	\$21.79
Engineer			
Chief	\$20.75	\$21.27	\$21.91
Inspector			

## **PREAMBLE**

It is understood that this Memorandum and the provisions contained herein do not and shall not constitute a collective bargaining agreement or contract binding upon the parties. This Memorandum represents a memorialization of the views arrived at by the Union and the City after discussion as to what would be sound policy for the City to adopt with respect to issues affecting the first-level supervisory employees in the Meet and Discuss Unit represented by the Union. This Memorandum of Understanding is the result of good-faith discussions held in accordance with the obligations imposed on the parties by Section 704 of Act 195. It is the City's intention, as evidenced by the provisions of this Memorandum of Understanding, to make good-faith efforts at all times to resolve matters affecting its first-level supervisors in a manner that is agreeable to such employees.

## **ARTICLE I**

### **RECOGNITION**

Section 1: The City of Altoona, a Municipal Corporation situated in the County of Blair and Commonwealth of Pennsylvania, maintaining its principal office at City Hall, Altoona, Pennsylvania, 16601, hereinafter referred to as the "City," pursuant to Section 606 of the Public Employees Relations Act, Number 195, hereby recognizes the American Federation of State, County and Municipal Employees, AFL-CIO, maintaining its principal office at 161 Patchway Road, Duncansville, Pennsylvania, 16635, hereinafter referred to as "Union," as the exclusive representative of the employees in the Meet and Discuss unit.